

DEED OF TRUST

May 14 1980 11¹⁹ A

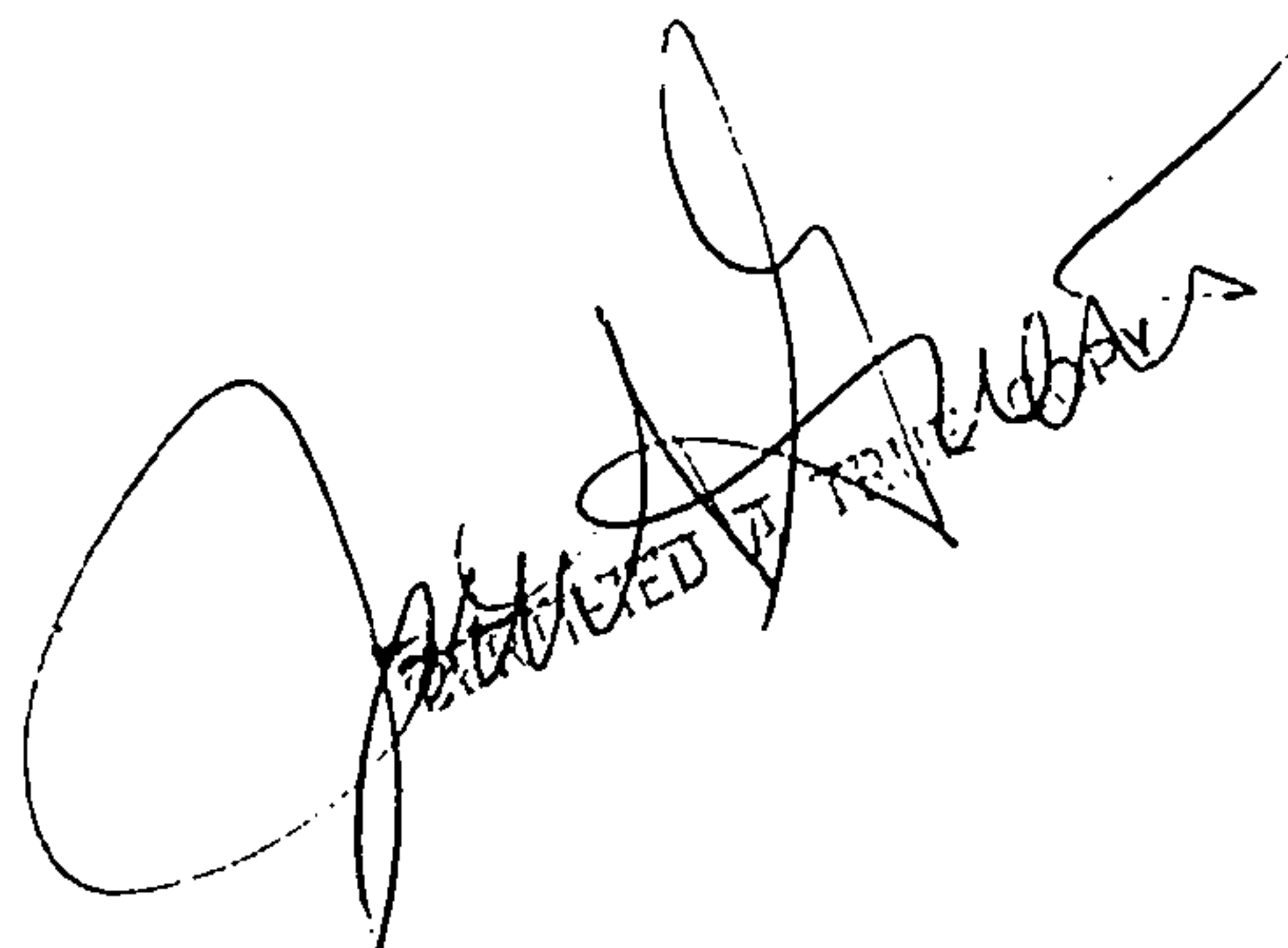
THIS DEED OF TRUST is made this 9th day of May, 1980, among the Grantor, JAMES E. LYNCH and NANCY C. LYNCH, his wife (herein "Borrower"), JACK D. GUERTIN and ALVIN M. WALKER (herein "Trustee"), and the Beneficiary, SOL-BEN ASSOCIATES JOINT VENTURE, a corporation organized and existing under the laws of the State of Maryland, whose address is 3600 East-West Highway, Hyattsville, Maryland 20782 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Frederick, State of Maryland:

All that piece or parcel of land situate, lying and being in Urbana Election District, Frederick County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot No. 16, Section One, Urbana Overlook, as shown on a Plat entitled "Final Plat for Section One, Lots 12-16 & 23-28, URBANA OVERLOOK," recorded in Plat Book 17, Folio 133, one of the Land Records of Frederick County, Maryland. Containing 1.905 acres of land, more or less.

BEING all and the same real estate as described and conveyed in a Deed from Jack D. Guertin and Alvin M. Walker, Trustees of SOL-BEN ASSOCIATES JOINT VENTURE, unto James E. Lynch and Nancy C. Lynch, his wife, of even date herewith, and intended to be recorded among the Land Records of Frederick County, Maryland immediately prior hereto or simultaneously herewith.



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which has the address of Lot No. 16, Guertin Court, Urbana, Maryland (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated May 9, 1980 (herein "Note"), in the principal sum of Twenty-Two Thousand Five Hundred (\$22,500.00) Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 9, 1983; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.